

Motive.io End User License Agreement

This End User License Agreement (this “EULA”) is between RocketChicken Interactive, Inc BDA Motive.io (“**Motive.io**”) and the individual or entity who downloads a Motive.io application (the “**Customer**”).

Customer is licensed to use the Motive.io application (the “Software”) on the condition that it agrees to every term of this EULA. Customer’s use of the Software after the time that this EULA has been presented is conclusive evidence of Customer’s agreement to be bound by this EULA. If Customer does not agree to the EULA, it must uninstall the Software completely from all Customer devices and destroy all copies under its control.

If the individual who agrees to this EULA does so on behalf of a company or other entity, the individual represents to Motive.io that he or she has the authority to bind that entity to this EULA.

The license stated below extends only to Customer and not to Customer’s affiliates.

Capitalized terms used in this EULA are defined inline or in Section 8 (Definitions) below.

License. Customer is licensed to use the executable version of the Software on a non-exclusive, limited term basis for its personal or internal business purposes only, and subject to the conditions and restrictions stated in this Section. Customer may not sublicense the Software or permit any person to install or use the Software other than its Personnel. Customer is responsible for its Personnel’s use of the Software in compliance with the terms of the EULA. The Software is licensed on a per-user or session basis. Customer may copy the Software only as necessary to use the Software in accordance with this EULA, and Customer may make a reasonable number of backup or archival copies of the Software, but Customer may not otherwise copy the Software. Customer may not use the Software for any High Risk Use. Customer’s license is worldwide, subject to applicable export laws. Customer may not modify the Software or create any derivative works of the Software.

Customer may not reverse engineer, disassemble or de-compile the Software except as permitted by applicable law notwithstanding this restriction, and then on advance written notice to Motive.io of at least 30 days. Customer may not publish any benchmark or other performance test results regarding the Software. Customer may not remove any copyright, trademark, or other proprietary notices that appear on, or with the Software. The Software includes software that is licensed under open source licenses. License terms, notices, attributions and other information about the open source elements of the Software are available in the licensing file distributed with the Software. If there is a conflict between this EULA and any open source license for software included in the Software, the open source license will control as to the software covered by that license. If Customer has been provided the Software for use on a “test,” “evaluation,” “lab,” “beta,” “proof of concept,” “temporary” or similar basis, then Customer license term is as stated in the written authorization for such use, or if no term is stated, 30 days from the day the Software is provided to Customer for installation, and Customer may use the Software only in a non-production environment for the purpose of evaluating the Software for a production license.

1. **Expiration, Termination.** This EULA terminates automatically if Customer violate any license restriction stated in Section 1 (*License*). Motive.io may terminate this EULA on written notice if Customer violate any term of this EULA other than the terms stated in Section 1 (*License*), and Customer does not cure the failure within thirty (30) days of the notice. The EULA expires at the end of the initial term or any renewal term if Customer does not purchase a renewal. On termination or expiration of this EULA Customer’s license to use the Software terminates and Customer must uninstall and destroy all copies of the Software in its possession or control within two (2) business days of termination or expiration. On Motive.io’s request, Customer will certify in writing that Customer have complied with this Section. Section 3 (*Compliance, Phone Home*), Section 6 (*Limitation of Liability*), Section 7 (*Confidential Information*), and Section 9 (*General*) will survive expiration or termination of this EULA.
2. **Compliance, Phone Home.** The Software may include functions designed to assist Motive.io in verifying Customer’s compliance with the terms of the EULA. The Software may also include a “call home”

feature that periodically checks the Motive.io website and notifies Customer of available Software updates. Customer acknowledges that the Software, as delivered, may be configured to run these features automatically. Customer shall cooperate with Motive.io's reasonable requests for information to verify compliance with this EULA, including a request to conduct an audit. On Motive.io's request, Customer shall provide a written attestation that it is compliance with the licensing terms stated in this EULA.

3. **Warranty Disclaimer.** Motive.io makes no representation or warranty regarding the Software and the Software is provided **AS IS**. **Motive.io does not warrant that Customer's use of the Software will be error free, uninterrupted or completely secure. Motive.io disclaims any implied or statutory warranties, such as a warranty of merchantability, fitness for a particular purpose, lack of malware, and non-infringement, and disclaims any warranty that may arise from a course of dealing.**
4. **Support.** Motive.io is not required to update the Software but if it does, it will give Customer access to those updates that it makes available on a general release basis during the subscription term. Motive.io is not required to provide any technical assistance or other support for the Software, but if it does, any support is provided on an **AS IS** and **AS AVAILABLE** basis.
5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL MOTIVE.IO OR ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY HARM CUSTOMER SUFFERS THAT COULD HAVE BEEN AVOIDED BY CUSTOMER'S REASONABLY PROMPT IMPLEMENTATION OF A MAINTENANCE RELEASE, OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFIT OR LOST SAVINGS (WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE, SUPPORT FAILURE, OR ANY OTHER CAUSE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN ANY EVENT, AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE AGGREGATE

LIABILITY OF MOTIVE.IO AND ITS LICENSORS AND SUPPLIERS TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID FOR THE LICENSES GIVING RISE TO THE CLAIM DURING THE TWELVE MONTHS PRECEEDING THE CLAIM.

6. **Confidential Information.** Unless required by law, neither party will disclose Confidential Information it may receive from the other party except to its Personnel and will not use the other party's Confidential Information except for purposes reasonably related to the subject matter of this EULA. Each party is responsible for its Personnel's use and disclosure of the other party's Confidential Information. Each party will use reasonable care to protect the other party's Confidential Information from unauthorized use or disclosure.
7. **Definitions.** The following terms, when capitalized, have the meanings stated: **Confidential Information** means information disclosed by a party to the other that the other should reasonably understand to be confidential based on the nature of the information or the circumstances of its disclosure, but does not include information that is or becomes publicly known, or that is or becomes known to the recipient other than through disclosure by a party, or that is developed by the recipient without reference to the disclosed information. **Documentation** means any commercially available, general release version of any textual or graphic information or materials describing the Software or its use, whether in print or digital form. Examples of Documentation are user manuals, administration guides, installation guides, training manuals, white papers, specifications, designs, test plans and test results, configuration guides, reference architectures, FAQs, and issues documentation. **High Risk Use** means any use of the Software where the failure of the Software might result in death, personal injury or severe physical or environmental damage, such as controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, and weaponry systems. **Personnel** means the employees and individual contractors working under the direct supervision of a party or a party's outsourcer who is under contract to support a party's

internal business functions. **Software** means the Cornerstone software application as it may be updated from time to time, and Documentation.

8. **Assignment.** Neither party may assign this EULA without the other party's prior written consent, not to be unreasonably withheld, except that a party may assign the EULA without the other party's consent as part of a transaction by which the parties assigns substantially all of its assets (or substantially all of the assets of a line of business or division) to a third party, or as part of a merger, acquisition or similar corporate transaction.
9. **General.** Except for the license rights expressly granted in this EULA, Motive.io reserves all rights in the Software and its other intellectual property. If Customer provides any feedback, comments, or suggestions for the improvement of the Software, Support or Services ("Suggestions"), Customer hereby licenses the Suggestions and all related intellectual property to Motive.io on a non-exclusive, worldwide, fully paid, perpetual, irrevocable basis for Motive.io to use, disclose, modify, reproduce, license, distribute, commercialize and otherwise freely exploit without restriction of any kind. If Customer are a government agency, Customer acknowledges that the Software has been developed at private expense and is provided with **RESTRICTED RIGHTS**. The parties confirm that they have requested that this agreement be drafted in English. Any notices under this EULA must be given in English. Customer may not use or transfer the Software in violation of applicable law or regulation, such as export law and regulation. The term "person" refers to any legal person, and may mean a natural person (individual), a legally created person (such as an entity, trustee, or executor), or an entity (such as a corporation, partnership, or limited liability company). The use of the word "including" shall be read to mean "including, without limitation." All references to monetary amounts shall mean United States Dollars unless otherwise indicated. The term "parties," either in lower- or upper-case form, refers to Motive.io and the person who accepts this EULA. A reference to "day" shall mean a calendar day, unless expressly designated as a "business" day. Any requirement in this EULA that a statement be written, in writing, or a like requirement is satisfied by an email or other digital form of writing unless expressly stated otherwise. Nouns stated in the singular shall imply the plural as

indicated by the context, and pronouns that are gender specific shall be read to refer to either gender. The Section captions in this EULA are for convenience only; they are not part of this EULA and may not be used to interpret the terms of this EULA. In the event one or more of the terms of this EULA are adjudicated invalid, illegal, or unenforceable, the adjudicating body may either interpret this EULA as if such terms had not been included, or may reform such terms to the limited extent necessary to make them valid, legal or enforceable, consistent with the economic and legal incentives underlying the EULA. This EULA may be modified only by a written document that expressly refers to this EULA and is signed by the parties. No right or remedy arising in connection with this EULA shall be waived by a course of dealing between the parties, or a party's delay in exercising the right or remedy. A party may waive a right or remedy only by signing a written document that expressly identifies the right or remedy waived. Unless expressly stated in the waiver, a waiver of any right or remedy on one occasion will not be deemed a waiver of that right or remedy on any other occasion, or a waiver of any other right or remedy. The pre-printed terms on the parties' purchase orders or other business forms shall have no effect whatsoever. There are no third-party beneficiaries to this EULA. This EULA will be governed by the laws of British Columbia and Canada, as applicable. Exclusive venue for an action arising under or in connection with this EULA shall be in British Columbia. This EULA is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces in its entirety any prior or contemporaneous agreement or understanding regarding the subject matter of this EULA, written or oral.